

Awarded TO:

**SRA International, Inc.
4300 Fair Lakes Court
Fairfax, VA 22033**

GS-TFMG-BPA-10-0001

**The Contractor's Basic GSA Schedule contract is applicable to the BPA and Task Order(s) that is
awarded under this RFQ**

ISSUED BY:

**General Services Administration
Federal Systems Integration and Management Center (FEDSIM)
2100 Crystal Drive
Suite 800 (QF0B)
Arlington, VA 20406**

December __, 2009

**Application Transformation and Modernization (ATM)
Blanket Purchase Agreement**

IN SUPPORT OF:



United States Department of Agriculture

1.1 GENERAL DESCRIPTION

This RFQ is being issued in accordance with FAR Part 8.4 requirements and procedures. The Government does not intend to utilize FAR Part 15 procedures.

The Contractor shall perform the effort required by this Blanket Purchase Agreement (BPA) and task order(s) on a Time & Materials (T&M), Labor Hour (LH), and/or Firm Fixed Price (FFP) basis. The work shall be performed in accordance with all sections of this BPA, and the Contractor's GSA Schedule (to include Contractor Teaming Arrangement schedules, if applicable), under which the resulting task order will be placed.

1.2 INCREMENTAL FUNDING

The Government, at its discretion, reserves the right to incrementally fund any task order issued under this BPA. If a task order is incrementally funded, it shall specify the total amount of the task order, the amount obligated, the estimated performance period based on the amount of obligated funds and a statement that the Contractor is not required to perform work nor is the Government obligated to reimburse the Contractor for work performed in excess of the amount obligated. All incrementally funded LH or T&M task orders will be funded in accordance with the FAR 52.232-22 "Limitation of Funds."

1.3 ESTIMATED PRICES

The estimated price of the BPA is \$500,000,000.00 over a seven-year period of performance (assuming all option periods are exercised).

1.4 BPA DISCOUNT PERCENTAGE

The Contractor's minimum discount percentage to be applied to labor for all task orders submitted under the BPA is 12%.

1.5 SAMPLE TASK ORDER PRICING FORMAT

See *List of Attachments, Attachment 9.35, Pricing Workbook*, for sample formats to be used in BPA task order pricing schedules.

1.6 OTHER DIRECT COSTS (ODCs)

ODCs for the life of the BPA are limited to \$3,500 unless added for administrative convenience in accordance with FAR 8.402(f).

2.1 PURPOSE

This single-award BPA provides a vehicle to obtain Contractor support for SAP® Enterprise Resource Planning (ERP) on behalf of the United States Department of Agriculture (USDA). This BPA will be available for use by all USDA agencies. The USDA Farm Service Agency (FSA) is the lead agency in the use of this BPA. The USDA and FSA's backgrounds are provided below. Background information from other USDA agencies using this BPA will be provided as appropriate in the task orders issued through this BPA.

2.2 BACKGROUND

The United States Department of Agriculture (USDA) is pursuing significant modernization of aging departmental and agency program application systems. This modernization will transform business processes and technology to address challenges and opportunities in the rapidly changing federal environment. The Application Transformation and Modernization (ATM) System Integrator (SI) BPA is intended to enable the USDA organizations to place task orders using the BPA to support the SAP® Enterprise Resource Planning (ERP) initiatives.

2.2.1 AGENCY MISSION

The mission of the USDA is to provide leadership on food, agriculture, natural resources, and related issues based on sound public policy, the best available science, and efficient management. The USDA seeks to be recognized as a dynamic organization that is able to efficiently provide the integrated program delivery needed to lead a rapidly evolving food and agriculture system. Accordingly, USDA has created a strategic plan to implement its vision. The framework of this plan depends on several key activities:

- Expanding markets for agricultural products and support international economic development,
- Further developing alternative markets for agricultural products and activities,
- Providing financing needed to help expand job opportunities and improve housing, utilities and infrastructure in rural America,
- Enhancing food safety by taking steps to reduce the prevalence of food borne hazards from farm to table,
- Improving nutrition and health by providing food assistance and nutrition education and promotion, and
- Managing and protecting America's public and private lands working cooperatively with other levels of government and the private sector.

In support of the USDA mission, the Farm Service Agency (FSA) administers farm commodity, crop insurance, credit, environmental, conservation, and emergency assistance programs for

farmers and ranchers. The FSA will use the ATM SI BPA to transform farm program benefit delivery through the "Modernize and Innovate the Delivery of Agricultural Systems" (MIDAS) initiative. MIDAS will address the FSA's outmoded delivery of farm program benefits by streamlining business processes, replacing obsolete technology and consolidating disparate local systems into a public-facing web-based enterprise-wide system that integrates customer self-service, farm program management, financial management, and other business processes within a framework that is fully compliant with Federal regulations. These initiatives are identified in Sample Task Orders 1 through 4 contained within *List of Attachments, Attachments 9.17 through 9.20*. The BPA will provide the means for the USDA agencies to solve issues similar to those of the FSA via SAP®-driven systems integration.

Note: For clarification of acronyms and terminology within this document please refer to the MIDAS Glossary within *List of Attachments, Attachment 9.6*.

2.2.2 APPLICABLE / OVERARCHING BPA REQUIREMENTS

2.2.2.1 INDUSTRY BEST-PRACTICE IMPLEMENTATION

All ATM services/products procured via task orders under the BPA must meet applicable industry best practice requirements. These practices will implement, deploy, and maintain ERP capabilities to modernize and transform systems and business throughout the USDA. This requirement will apply to all current services available as well as any future services introduced into the marketplace to meet the agencies' needs. The industry best practices include, but are not limited to:

- Project Management Body of Knowledge (PMBOK®) – this methodology will serve as the foundation for the Contractor's proposed PM structure and the proposed implementation strategy for ATM at the USDA
- Information Technology Infrastructure Library (ITIL®) – the BPA Statement of Work (SOW) aligns with ITIL® v3, and the Contractor's proposed solution and implementation methodology (e.g. Corporate Systems Development Life Cycle) shall integrate accordingly.
- Capability Maturity Model Integration (CMMI®) – the BPA requires that the Contractor possess an independently assessed CMMI® Level 3 (or higher) Standard CMMI Appraisal Method for Process Improvement (SCAMPI) A certification, which validates the existence of repeatable processes which are practiced across the organization. Given the vast level of complexity inherent in SAP® implementations, it is imperative that the Contractor possess a regimented, standardized process for systems integration.
- Lean Six Sigma (LSS) – the Contractor shall be knowledgeable of LSS, as the USDA has acquired support to assist the agency with improving business processes, some of which may be affected by the ATM initiative.

- Control Objectives for Information and related Technology (CoBIT®) – the Contractor shall be knowledgeable of CoBIT® to assist the USDA in maximizing the benefits derived through the use of information technology and developing appropriate IT governance and control.

2.2.2.2

SAP® SOFTWARE UTILIZATION

The USDA has purchased SAP® software licenses and will consider additional SAP® product licenses to support the ATM SI BPA. Table 2.5-1 is representative of potential SAP® capabilities, of which the Contractor shall be familiar. SAP® xApps and SAP® NetWeaver are registered trademarks of SAP AG in Germany and in several other countries.

Table 2.5-1 – Representative SAP® Software Products

Application	Modules
Enterprise Central Component (ECC)	FSCM: Biller Direct, Dispute, Credit, and Collections Management, FI - Financial Accounting, CO – Controlling, SAP® Treasury and Risk Management, PS – Project Systems, GL - Closing and Reporting, AR - Accounts Receivable and Collections, AP - Accounts Payable and Payment Processing, QM - Quality Management, SD - Sales and Distribution, MM - Materials Management and Business Consolidation Systems (BCS)
SAP® Industry Solutions	SAP® Funds Management for US Govt., SAP® Program Mgmt. for Public Sector, SAP® Public Sector Collections and Disbursable, SAP® Real Estate Management, SAP® Banking and SAP® Insurance, SAP® Procurement for Public Sector
Customer Relations Management (CRM)	Business Partner, Quotation Processing, Application Assessment, Agreement and Planning, Change Request, Commodity Management, Complaints and Returns, Case Management, SAP® Sales Management, SAP® Service Management
SAP® NetWeaver	Enterprise Portal, Workflow, SAP® Business Rules Management, Business Planning and Consolidation, Process Integration/XI
SAP® BusinessObjects and Business Intelligence (BI)	Business Intelligence, Business Objects, Information Management, OnDemand Offerings, Xcelsius, Crystal Reports

Application	Modules
	Professional, SAP® GRC Process Control (Public Sector), SAP® GRC Risk Management (Public Sector) and SAP® GRC Compliance
BusObj EPM (Enterprise Performance Management)	Strategy Management, Planning and Consolidation, Financial consolidation, Inter-Company Reconciliation, Profitability and Cost Management
Non-SAP® Software (Potential)	SAP® Interactive Forms by Adobe®, SAP® Quality Center by HP, Duet for Microsoft®, RWD Productivity Pak
SAP® Solution Manager	Implementation roadmap and documentation; change control management; testing; application support; root cause analysis/issue management; monitoring
SAP® Applications and Modules	Document Management System, SAP® Master Data Management (MDM)

2.2.2.3

EARNED VALUE MANAGEMENT

The Contractor shall manage the ATM SI BPA with the use of a certified Earned Value Management System (EVMS) that is compliant with the guidelines in ANSI/EIA Standard 748 (current version at time of award). The EVMS shall be used on all task orders issued under the BPA regardless of task order type, i.e. both FFP and T&M are subject to earned value reporting. Each task order under the ATM SI BPA shall establish a Performance Measurement Baseline that shall serve as the baseline for measuring task order performance.

2.2.2.3.1 ANALYSIS AND REPORTING

The Contractor shall provide a monthly updated project plan and monthly-earned value reports after the issuance of the award beginning no later than the tenth workday after the reporting calendar month. The level of detail in the project Work Breakdown Structure (WBS) shall accommodate the reporting frequency. Reports shall at a minimum be at WBS Level 3 for each task order under the BPA. The Contractor shall provide CPR formats 1 through 5. Each report submittal shall include a separate XML file of the report to enable FSA to transfer the information into an Earned Value Analysis tool.

The Contractor shall provide earned value analysis and reporting that includes the following elements:

1. Data:

- Budget at Completion (BAC)
- Budgeted Cost of Work Performed (BCWP) – also known as Earned Value (EV)

- Actual Cost of Work Performed (ACWP)
- Budgeted Cost of Work Scheduled (BCWS)

2. Variances:

- Cost Variance (CV)
- Schedule Variance (SV)
- Time based Schedule Variance [SV(t)]
- Variance at Completion (VAC)

3. Indices:

- Cost Performance Index (CPI)
- Schedule Performance Index (SPI)
- Time based Schedule Performance Index [SPI(t)]
- To Complete Performance Index (TCPI)

4. Forecasts:

- Estimate at Completion – EAC1, using BAC/CPI
- Estimate at Completion – EAC2, using $ACWP + (BAC - BCWP) / (CPI * SPI)$
- Estimate to Completion – EAC – ACWP

Current period values and cumulative values for data, variances, indices, and forecasts shall be provided in numerical format showing values, and in graphical format showing trends. Any schedule variance that impacts activities either on the critical path or having zero or limited free float shall be identified and its impact on subsequent milestones and the project cost and schedule shall be quantified.

Causal and trend analysis shall be conducted on all variances considered a risk, by having indicators outside a $\pm 7\%$ threshold trigger, or considered an issue, by having indicators outside $\pm 10\%$. Each month, a summary of variance causes for that reporting period and variance causes to date shall be provided. The summary shall include a breakdown of causes that identifies:

- The size of the variance by cause (some variance may have multiple causes)
- Where in the systems development life cycle the variance occurred
- Corrective actions either taken or recommended in reaction to the variance
- The success or expected success of any corrective actions
- Recommended changes for future project plans and risk management plans that might prevent the causes or mitigate the impacts of each variance

2.2.2.3.2 INTEGRATED BASELINE REVIEW (IBR)

The USDA shall require IBRs for task orders. The Contracting Officer may also require an IBR before exercise of significant options or the incorporation of major contract modifications. Additionally, an IBR may be scheduled when monthly earned value analysis and reporting indicates a variance or trend of variances that suggests the project may be at risk.

The objective of the IBR is for the Government and the Contractor to jointly assess technical areas, such as the Contractor's planning (to include cost and schedule estimates), to ensure complete coverage of the statement of work, logical scheduling of work activities, adequate resources, methodologies for claiming BCWP, and identification and management of inherent risks.

EVMS Changes. Unless a waiver is granted by the USDA, any Contractor proposed changes to its EVMS require USDA approval prior to implementation. The USDA shall advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the USDA waives the advance approval requirement, the Contractor shall disclose EVMS changes to the USDA at least 14 calendar days prior to the effective date of implementation.

Access to Records and Data. The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative. This access permits Government surveillance to ensure that the EVMS conforms, and continues to conform, to the performance criteria in the latest version of ANSI/EIA Standard 748.

Subcontractor Compliance. The Contractor shall require its subcontractors to comply with the requirements of this section.

2.2.2.3.3 EARNED VALUE MANAGEMENT GUIDANCE

The USDA project managers use Microsoft® (MS) Project 2003. The following definitions are provided to help guide earned value reporting and analysis:

- **ACWP (Actual Cost of Work Performed):** Total cost incurred (direct or indirect) in accomplishing work during a given time period.
- **BAC (Budget At Completion):** The sum of all budgets established for the work to be completed on the project; the total planned value for the project.
- **BCWP (Budgeted Cost of Work Performed):** The sum of the approved budgets (including any overhead allocation) for activities (or portions of activities) completed during a given period.
- **BCWS (Budgeted Cost of Work Scheduled):** The sum of the approved budgets (including any overhead allocations) for activities (or portions of activities) scheduled to be performed during a given period.

- **CPI (Cost Performance Index):** The ratio of earned value to actual cost ($BCWP/ACWP$). The CPI is an indication of performance on the dollar spent and should trigger a cost risk when outside a +7% threshold and a cost issue when outside a +10% threshold.
- **CV (Cost Variance):** Any difference between the earned value and the actual cost – $BCWP-ACWP$. A positive CV indicates an under budget situation, a negative CV indicates an over budget situation.
- **CV% (Cost Variance Percent):** The ratio of the cost variance over the earned value – $CV/BCWP$.
- **EV(t) (Earned Schedule):** The amount of time in the schedule earned by the work accomplished. Most techniques of calculating earned schedule plot the earned value horizontally to the performance measurement baseline and then vertically down to the timescale.
- **SPI (Schedule Performance Index):** The ratio of work performed to work scheduled ($BCWP/BCWS$). The SPI is an indication of the performance on the dollar planned to be spent according to the baseline schedule. The SPI should trigger a schedule risk when outside a +7% threshold or a schedule issue when outside a +10% threshold.
- **SPI(t):** Time based schedule performance index, the ratio of earned schedule to actual time.
- **SV (Schedule Variance):** Any difference between the earned value and the planned value – $BCWP-BCWS$. A positive SV indicates an ahead of schedule situation, a negative SV indicates a behind schedule situation.
- **SV% (Schedule Variance Percent):** The ratio of the schedule variance to the planned value – $SV/BCWS$.
- **SV(t):** Time based schedule variance, the difference between earned schedule and actual time.
- **% Planned:** The percentage of the project planned to be completed at any point in time – $BCWS/BAC$.
- **% Complete:** The percentage of the project that has actually been completed at any point in time – $BCWP/BAC$.
- **% Spent:** The percentage of the budget that has been spent at any point in time – $ACWP/BAC$.
- **EAC (Estimate At Completion):** The expected total cost of an activity, a group of activities, or the project when the defined scope of work has been completed. Most

techniques for forecasting EAC include some adjustment of the original cost estimate based on project performance to date.

- EAC(t): Time estimate at completion, or the number of time units (weeks, months) the project will take given schedule performance to date. The EAC(t) is typically calculated taking the expected time to complete the project, subtracting the earned schedule from it to get an ETC(t), and adding it to the actual time.
- ETC (Estimate To Completion): The expected additional cost needed to complete an activity, a group of activities, or of the project when the defined scope of work has been completed. Most techniques for forecasting ETC include some adjustment of the original cost estimate based on project performance to date or subtracting the ACWP from the calculated EAC.

2.2.2.4 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR 1194. The Contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed and state the degree of compliance with the applicable standards. Additionally, the Contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning at time of award.

The Contractor must ensure that all EIT products and services proposed that are less than fully compliant, are offered pursuant to extensive market research, which ensures that they are the most compliant products available to satisfy the solicitation's requirements.

If any such EIT product or service proposed is not fully compliant with all of the standards, the Contractor shall specify each specific standard that is not met; provide a detailed description as to how the EIT product or service does not comply with the identified standard(s); and shall also indicate the degree of compliance.

All EIT deliverables and all EIT procurements shall comply with the relevant applicable standards of Title 36 CFR1194 (Section 508). Specific technical and functional standards identified for this BPA have been identified as:

- 36CFR1194.21 – Software Applications and Operating Systems. Applies to all procured, modified or developed operating systems or software applications. This technical standard also applies to all modified or developed Web-based applications that use dynamic technical approaches that emulate the functional performance of a traditional software based application.

- 36CFR1194.22 – Web based intranet and Internet Information and Applications. Applies to all procured, modified or developed Web-based Intranet or Internet information and Applications.
- 36CFR1194.23 – Telecommunications Products. Applies to all telecommunications equipment or services.
- 36CFR1194.25 – Self Contained, Closed Products. Applies to those products that generally have embedded software and are commonly designed in such a fashion that a user cannot easily attach or install assistive technology. Self contained, closed products include, but are not limited to, information kiosks and information transaction machines, copiers, printers, calculators, fax machines, and other similar types of products.
- 36CFR1194.26 – Desktop and Portable Computers. Applies to all desktop and portable computers.
- 36CFR1194.31 – Functional Performance Criteria. Applies to all EIT items and services unless exception applies.
- 36CFR1194.41 – Information, Documentation and Support. Applies to documentation deliverables and help desk support services.

2.3 SCOPE

The ATM SI Contractor shall provide applications and services that enable the USDA and its Agencies to implement, deploy, and maintain the SAP® ERP capabilities to modernize and transform systems and business processes. The representative scope activities are identified below and described in the work streams and services in section 2.4.1 through 2.4.8. The Government is providing SAP® licensing as Government Furnished Information (GFI). Additionally, the Government has a hosting services provider which will provide the predominance of infrastructure necessary to implement the SAP® ERP solutions. However, if the Contractor's solution requires infrastructure which is not currently in the USDA environment and which cannot be acquired by the hosting services provider, the Government will consider infrastructure enhancements or modifications via the BPA task orders. Therefore, it is considered within the scope of the BPA for the Contractor to provide required hardware and software products needed to build, test, migrate, and deploy SAP® ERP solutions.

It is the intent of the Government for the Contractor to base its solution and performance on industry best practices, to include but not be limited to those advocated within the PMBOK®, ITIL®, CMMI®, Six Sigma® and CoBIT®. The ATM SI BPA has utilized ITIL® v3 to define the system life cycle in the BPA.

The Contractor shall provide support in the following work streams:

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| • Service Strategy and Value Management | • Data Management |
| • Program and Project Management | • Organizational Change Management |
| • Governance and Continual Service Improvement | • IT Security |
| • Service Design and Development | • Service Transition and Service Operation |
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2.4 TASKS

This section describes the tasks to be performed under the ATM SI BPA within the identified work streams. All tasks shall ensure compliance to applicable Federal and USDA laws, policies and regulations.

2.4.1 TASK 1 - SERVICE STRATEGY AND VALUE MANAGEMENT

The Service Strategy and Value Management work stream efforts are intended to ensure that strategies, plans and project performance are aligned with values, targets and business objectives. The Contractor efforts shall include activities related to strategy, analysis and planning including supporting strategic plans, technical analysis (cost and budget impacts), and executive and technical reporting within the Service Strategy and Value Management work stream. The work stream shall use both ITIL® v3 and CoBIT® as industry best-practice guides. Examples of the activities required in this work stream shall include facilitation of the following:

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| • IT strategic planning | • Development and update of EA and FEA Models |
| • Assessing performance against the Performance Reference Model | • Value analysis |
| • Defining the strategy and goals | • Service Portfolios |
| • Developing business cases | • Aligning with USDA EA and FEA |
| • Service Catalog | • Alignment of capabilities and business strategies |
| • Capital Investment Planning and Control | • Financial Management |
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2.4.2 TASK 2 - PROGRAM AND PROJECT MANAGEMENT

The Program and Project Management work stream efforts are intended to minimize the risks associated with program and project management, creating management processes to avoid scope creep and to implement schedule and cost controls. The Contractor's efforts shall include

activities to plan, manage, control and govern the execution of the program within the Program and Project Management work stream. The work stream shall use the PMBOK® as an industry best-practice guide. Examples of the activities required in this work stream shall include facilitation of the following:

• Program and Project Management	• Quality Assurance
• Program and Project Governance	• Risk Management
• Budgeting and Staffing	• Issue tracking and resolution
• Project Tracking	• Change Control
• Project Communication	• ANSI 748-A (or latest version) compliant Earned Value Management System
• Technical Performance Metrics	• CMMI® Level 3 capability
• Integrated Baseline Review (IBR)	• ITIL® Services
• Gate reviews	• Project Status Reports (Weekly/Monthly)

2.4.3 TASK 3 - GOVERNANCE AND CONTINUAL SERVICE IMPROVEMENT

The Governance and Continual Service Improvement work stream efforts are intended to ensure implementation of governance processes and continual service improvement for existing processes. The objective is to help the organization to improve its business environment by identifying, designing, and implementing governance and processes that correlate with its business needs. The work stream shall use ITIL® v3, Six Sigma, and CoBIT® as industry best-practice guides. The Contractor's efforts shall provide the services identified in the Governance and Continual Service Improvement work stream. Examples of the activities required in this work stream shall include facilitation of the following:

• Service Catalog Management	• Process improvement, deployment and support
• Service Level Management	• System Development Life Cycle definition and update
• Configuration Management processes	• IT Service Continuity
• Supplier Management	• IT Asset Control
• Risk Management	• Quality Management
• Service Measurement and Reporting	

2.4.4 TASK 4 - SERVICE DESIGN AND DEVELOPMENT

The Service Design and Development work stream efforts are intended to design, develop, and implement the application services, the technology infrastructure, and the user interfaces. Service design and development includes all of the activities and deliverables required to create the appropriate technical environments to host the solutions. The service design and

development team also defines the technical procedures and standards for all software applications and manages their development and implementation. Service design and development shall be performed in accordance with the Contractor's CMMI® Level 3 or higher accredited processes and procedures. The work stream shall use ITIL® v3 and CMMI® as industry best-practice guides. The Contractor's efforts shall provide the services identified in the Service Design and Development work stream. Examples of the activities required in this work stream shall include facilitation of the following:

• Business Process design and reengineering	• Operations support processes definition
• Requirements management and control	• Business Process definition and testing
• Coordination and integration with USDA ERP initiatives (SAP®)	• Application integration
• Technical Infrastructure	• Application testing
• Software Application Development	• Interface development
• Disaster Recovery design	• Support processes
• Document Management	• SAP® (all elements of the product)
• Web and portal services	• 3rd party COTS products analysis
• IT Security integration and management	• Software selection analysis
• Section 508 compliance	• Integration services
• Service Capacity	• O&M support services
• Service Availability	• Reporting and analysis
	• Infrastructure analysis
	• Supplier Management

2.4.5 TASK 5 - DATA MANAGEMENT

The Data Management work stream efforts are intended to ensure the data management solution is defined, developed and implemented to support operational and analytical reporting capabilities. This work stream supports all data management activities to migrate legacy data to new transformed and modernized application environments. The Contractor's efforts shall provide the services identified in the Data Management work stream. The work stream shall use ITIL® v3 and CMMI® as industry best-practice guides. Examples of the activities required in this work stream shall include facilitation of the following:

• Data Design	• Data strategy, standards and guidelines
• Design and build Logical/Physical Data Models	• Data Mining
• Data Cleansing and Staging	• Data Warehouse
• Data Mapping and Migration	• Data extract, transform and load
• Data Architecture	• Master Data Management

2.4.6 TASK 6 - ORGANIZATIONAL CHANGE MANAGEMENT

The Organizational Change Management work stream efforts are intended to ensure the organization possesses the capabilities to change consistent with the application transformation and modernization. This is accomplished via an integrated series of activities that guide the organization through the people, process and technology changes that are required to support a SAP® and a modernization initiative. The Contractor's efforts shall provide the services identified in the Organizational Change Management work stream. The work stream shall use ITIL® v3, SAP® Managing Organizational Change, and CoBIT® as industry best-practice guides. Examples of the activities required in this work stream shall include facilitation of the following:

• Organizational Performance	• Communications Strategy and Communications
• Organizational Readiness	• Stakeholder Enrollment
• Knowledge Transfer and User Adoption	• Organization and Human Capital Management
• Change Leadership and Readiness	• Change Impact
• Training and technical training including SAP®	• Role and Organization Design
• Capability Transfer	• Performance Management
• Project Team training	• Organizational Change Management training
• Service Management	• End-User training

2.4.7 TASK 7 - IT SECURITY

The IT Security work stream efforts are intended to design and implement security and controls that will ensure appropriate role-based access, operational efficiency and effectiveness, and compliance with legislation, regulation, and technical standards. These efforts will include activities to design, build, test, and deliver security and controls for non-production and production applications, data migration and information technology. The work stream shall use the National Institute of Standards and Technology (NIST) as an industry best-practice guide. The Contractor's efforts shall provide the services identified in the IT Security work stream. Examples of the activities required in this work stream shall include facilitation of the following:

<ul style="list-style-type: none"> • Integrating Security Controls • Managing risk • Compliance with FISMA, USDA Policy and Procedures, NIST Standards and OMB A-123 • Security Test and Evaluation • Trusted Facility manuals • Certification and Accreditation • Security monitoring 	<ul style="list-style-type: none"> • Establishing common control and security practices and policies aligned with business requirements • Create a secure, controlled, and maintainable application environment • Contingency Planning • Records Management • System Security Planning • Integration with USDA eAuthentication requirements
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2.4.8 TASK 8 - SERVICE TRANSITION AND SERVICE OPERATION

The Service Transition and Service Operation work stream efforts are intended to ensure the solution is supported during operations and maintenance. These efforts will include activities to define the support strategy and information governance framework; design and develop the support organization; develop, test and deploy the application support solution; and monitor the support strategy, business continuity plan and information governance. The focus of the activities in this work stream is to achieve an optimal support solution and to emphasize analysis of post-go-live support needs, beginning in the earliest phases of the implementation. The work stream shall use ITIL® v3 as an industry best-practice guide. The Contractor's efforts shall provide the services identified in the Service Transition and Service Operation work stream. Examples of the activities required in this work stream shall include facilitation of the following:

<ul style="list-style-type: none"> • ITIL® Operations Services • Event Management • Incident Management • Request Fulfillment • Technical Support Infrastructure • Service Level Management • Knowledge Management 	<ul style="list-style-type: none"> • Workforce Strategy and Plan • Problem Management • Access Management • Managing Ongoing Operations • ITIL® Continuous Service Improvement • ITIL® Service Transition
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3.1 DELIVERABLES MEDIA

The Contractor shall provide any BPA deliverables to the FEDSIM COR and USDA PM identified in *Section 6 Contract Administration Data* in machine readable format using Microsoft® Office Suite or Adobe® Acrobat via email, or CD-ROM for those deliveries that cannot be e-mailed. The Contractor shall use industry best-practices for formatting deliverables under this BPA.

Format and addressees for task order deliverables will be indicated in the applicable task orders.

3.2 MARKINGS FOR ELECTRONIC DELIVERY

The Contractor shall deliver electronic copies via e-mail attachment to the FEDSIM COR and USDA PM. The Contractor shall label each electronic delivery with the BPA number, Project Title and FEDSIM Project Number 29077AGM.

3.3 PAYMENT OF POSTAGE AND FEES

Any postage and fees related to the submission of information, including forms and reports, to the Contracting Officer, COR, USDA PM, or other person(s) designated to receive, shall be the responsibility of the Contractor.

4.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services and support to be furnished here under shall be made by the appropriate Contracting Officer's Representative (COR), the USDA Technical Point of Contact (TPOC), or other authorized representative designated in each task order.

4.2 SCOPE OF INSPECTION

4.2.1 All deliverables will be inspected for content, completeness, accuracy and conformance to BPA requirements by the COR, TPOC, or other authorized representative designated in each task order. Inspection may include validation of information or inspection of the deliverables, as specified in each task order. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, timeliness, quality and adequacy of all deliverables.

4.2.2 The Government requires a period not to exceed fifteen (15) working days after receipt of final deliverable items for inspection and acceptance or rejection.

4.3 BASIS OF ACCEPTANCE

The basis for acceptance will be in compliance with industry best-practices and those requirements provided in individual BPA task orders.

Support products and travel will be accepted upon receipt of proper documentation as specified in paragraphs 6.2.2 and 6.2.3.

4.3.1 Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

4.3.2 If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

4.3.3 All of the Government's comments to deliverables must either be incorporated in the succeeding version of the deliverable or the Contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

4.3.4 If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within the BPA task order, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the Contractor requires additional Government guidance to produce an acceptable draft, the Contractor shall arrange a meeting with the appropriate Task Order COR.

4.4 DRAFT DELIVERABLES

4.4.1 The Government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) working days from Government receipt of the draft deliverable.

4.4.2 Upon receipt of the Government comments, the Contractor shall have ten (10) work days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

4.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The Government shall provide written notification of acceptance or rejection of all final deliverables within fifteen (15) work days (unless specified otherwise in *Deliveries or Performance*). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

4.6 NON-CONFORMING PRODUCTS OR SERVICES

Unless specified otherwise in individual task orders, non-conforming products or services will be rejected. Deficiencies will be corrected, by the Contractor, within ten (10) work days of the rejection notice. If the deficiencies cannot be corrected within ten (10) work days, the Contractor will immediately notify the COR, TPOC, or other authorized representative designated in each task order of the delay and provide a proposed corrective action plan within ten (10) work days.

4.7 BPA PERFORMANCE MEASURES AND STANDARDS

The Contractor shall provide a Quality Assurance Plan (QAP), where possible, that supports a quantifiable approach for measuring the success of each task order issued under the BPA. Performance standards applicable under this BPA will be detailed in a Quality Assurance Plan (QAP) for each task order. Once the QAP is approved by the Government, the Contractor shall comply with the plan throughout the life of each BPA task order.

The Contractor shall expect to provide a proposed QAP in response to each Task Order Request for Quote (TORFQ) issued under the BPA. The measurement categories shall align with the eight task areas identified in the BPA SOW.

5.1 PLACE OF PERFORMANCE

The place of performance shall be at location(s) identified in BPA task orders and proposed Contractor locations (as applicable) approved by the COR and USDA PM. The Contractor facility for the BPA Program Manager shall be within a 3 mile commute of the USDA office in Washington DC (1400 Independence Ave., S.W. Washington, DC 20250).

5.2 PERIOD OF PERFORMANCE

The period of performance for the BPA is a one-year base period, with the ability to exercise six, one-year options. Task orders issued under the BPA may have contract periods that are longer than 12 months for non-severable work.

5.2.1 GSA FSS CONTRACT APPLICABILITY

The performance period of this BPA may not extend beyond the Contractor's GSA Master Contract(s) performance period. The Contractor shall have option provisions in its Master Contract(s) for the entire BPA period of performance at time of award.

5.3 TASK ORDER SCHEDULES

Each task order shall specifically set forth the items to be delivered as either task completion or level of effort and specify the delivery date and/or period of performance.

5.4 PLACE(S) OF DELIVERY

Unless otherwise specified, all deliverables and correspondence related to this BPA shall be delivered to the appropriate Task Order COR.

5.5 NOTICE REGARDING LATE DELIVERY/ PROBLEM NOTIFICATION REPORT

The Contractor shall notify the COR, TPOC, or other authorized representative designated in each task order as soon as it becomes apparent to the Contractor that a scheduled delivery will be late. For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 p.m. local time (specific to BPA task order place of performance), Monday through Friday, unless stated otherwise in the BPA task order. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery and the project impact of the late delivery. Such notification in no way limits any Government contractual rights or remedies including but not limited to termination.

6.1 INVOICE SUBMISSION

The Contractor shall submit Requests for Payments in accordance with the format contained in GSAM 552.232-70, INVOICE REQUIREMENTS (SEPT 1999), to be considered proper for payment. In addition, the data elements indicated below shall be included on each invoice.

BPA Number:	GSTFMGBPA100001
Task Order number:	<i>(from GSA Form 300, Block 2)</i>
Paying Number:	<i>(ACT/DAC NO.) (From GSA Form 300, Block 4)</i>
FEDSIM Project No.:	29077AGM
Project Title:	Application Transformation and Modernization BPA

The Contractor shall submit invoices as follows:

The Contractor shall utilize FEDSIM's electronic Tracking and Ordering System (TOS)-Next to submit invoices. The Contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://enable.its.gsa.gov>

Select *Vendor Support*, log in using your assigned I.D. and password, then click on *Create Invoice*. The TOS Next Help Desk should be contacted for support at (877) 472-4877. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center in Ft. Worth, TX. However, the Contractor may be required to submit a written "hardcopy" invoice to the Government if requested by the FEDSIM COR.

Under BPA task orders, the Contractor may invoice on a monthly basis. The invoice shall include the period of performance covered by the invoice, CLIN number(s) and title(s) and the task order number. If teaming or subcontracting is proposed, one consolidated invoice from the task order team lead / prime Contractor shall be submitted in accordance with other terms and conditions of the task order. The listing shall include separate columns and totals for the current invoice period and the project to date. The Contractor shall provide the invoice data in MS Excel form with the following detailed information.

6.2 INVOICE CONTENT

6.2.1 LABOR

For Labor Hour or T&M task orders, all hours and prices shall be reported by CLIN element and Contractor employee, and shall be provided for the current billing month and in total from project inception to date. The Contractor shall provide the invoice data in spreadsheet form with the following detailed information.

- Employee name (current and past employees)
- Employee GSA Schedule 70 labor category and BPA alias (if applicable)

Blanket Purchase Agreement (BPA) GSTFMGBPA100001
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- Monthly and total cumulative hours worked
- Burdened hourly labor rate
- Cost incurred not billed

For Firm-Fixed Price task orders, the Contractor shall provide the CLIN name, number and price.

6.2.2 SUPPORT PRODUCTS

As appropriate, the Contractor shall provide hardware, infrastructure and software other than that provided as GFE to facilitate the implementation of a proposed task order solution. To the extent feasible, items acquired in support of the BPA task orders shall be obtained via GSA Schedule 70. The allowance for the ODC is limited to the constraint specified in Section 1.6. Any ODCs shall be included in the task order quote submitted in response to a BPA task order RFQ. Prior to expending any ODC funds, the Contractor shall acquire written approval from the FEDSIM COR. Other hardware, infrastructure services, and software other than that provided as GFE acquired must be items that are on the BPA prime/team lead's GSA schedule contract or the GSA schedule contract of a teaming partner.

For support products meeting the above requirements, the Contractor may provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions, in MS Excel format, will typically be required.

- Support Products purchased
- Date delivery accepted by the Government
- Associated CLIN
- Cost incurred not billed
- Remaining balance of each CLIN
- Hours charged to process Support Product request.

6.2.3 TRAVEL

The Contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR. The invoice shall include the period of performance covered by the invoice, the CLIN number and title, and the Task Order number. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN/Task Total Travel: This will identify all current and past travel on the project and their total CLIN/Task costs billed. The listing shall include separate columns and totals for the current invoice period and the project to date:

- a. Travel Authorization Request identifier, approver name, and approval date
- b. Current invoice period
- c. Names of persons traveling
- d. Number of travel days
- e. Dates of travel

- f. Number of days per diem charged
- g. Per diem rate used
- h. Total per diem charged
- i. Transportation costs (rental car, air fare, etc)
- j. Total charges
- k. Explanation of variances exceeding 10% of the approved versus actual costs
- l. Indirect Handling Rate (if applicable).

6.3 CONTRACTING OFFICER (CO)

GSA FEDSIM
ATTN: Julia Whitmore-Sevin, CO
2100 Crystal Drive, Suite 800
Arlington, VA 20406
Telephone: (703) 605-3650
Fax: (703) 605-9887
Email: Julia.whitmore-sevin@gsa.gov

6.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

GSA FEDSIM
ATTN: Curt Turberville, COR
2100 Crystal Drive, Suite 800
Arlington, VA 20406
Telephone: (703) 605-2518
Fax: 703-605-9088
Email: curtis.turberville@gsa.gov

6.4.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) RESPONSIBILITIES

The Contracting Officer will appoint a COR in writing for each Task order. The COR will receive, for the Government; all work called for and will represent the CO in the technical phases of the work. The COR will provide no supervisory or instructional assistance to Contractor personnel.

The COR is not authorized to change any of the terms and conditions of the BPA or the task orders. Changes in the scope of work will be made only by the CO by properly executed modifications to the BPA and/or task orders.

6.5 USDA TECHNICAL POINT OF CONTACT (TPOC)

(TO BE PROVIDED AT BPA AWARD)

6.5.1 TECHNICAL POINT OF CONTACT (TPOC) RESPONSIBILITIES

The TPOC will serve as the client agency single Point of Contact (POC) for all technical matters relating to the BPA. There may be additional TPOCs corresponding to specific task orders.

6.6 BPA TASK ORDER PROCESS

The GSA and the USDA will issue task orders (TOs) under the BPA pursuant to the procedures in FAR 8.4. Zero or more task orders (TOs) may be issued during the performance period of this BPA; it is understood and agreed that the Government has no obligation to issue any task orders. The Contractor agrees to accept and perform TOs issued by a GSA or USDA Warranted CO within the scope of this agreement. In the event of a conflict between a TO, the BPA, or the Contractor's GSA Schedule contract, the GSA Schedule contract shall control.

Task Order Request for Quote (TORFQ): Each individual TORFQ may be Labor Hour (LH), Firm Fixed Price (FFP), Time and Material (T&M) or any combination of the three. For any TO that is other than FFP, the ordering activity shall include, at a minimum, the documentation outlined in FAR 8.405-2(e). TORFQs may include performance incentives, as applicable to the performance success of the TO. The TORFQ may include specific metrics and quality assurance methods (if applicable).

All TORFQs will incorporate all terms and conditions of the BPA. In addition, the proposed TORFQ will include the following to the extent applicable to individual task orders:

- a. A Statement of Work (SOW) or other performance based work statement, describing the work to be performed, the deliverables, the period of performance, Government Points of Contact, description of marking information, data rights, inspection and acceptance of services, security requirements, and Government Furnished Information / Property, as applicable.
- b. The submission date/time and the method of delivery for quotes.
- c. Specific instructions on what to include in the quote submission. This may include, but is not limited to, oral presentations and written responses summarizing technical and price approaches.
- d. Evaluation factors and their relative order of importance.
- e. Other information deemed appropriate.

Quote Submission: The BPA Awardee shall be capable of providing a quote within two working days for urgent requirements. For non-urgent requirements, the BPA Awardee shall submit quotes within ten (10) working days of issuance of the TORFQ, unless otherwise specified. At a minimum the quote shall include:

- a. **Price:** The quote may include a detailed cost per hour of all labor required to accomplish the tasks as set forth in the TORFQ or be a fixed price quote with sufficient information to substantiate the price quoted. At a minimum, pricing shall be the most current GSA

Schedule price less the proposed BPA percentage discounts. The BPA Team (Leader / Member(s)) shall provide rates for work at their facility (off-site) as well as at the Government's facility (on-site) as applicable/established under the Team member's GSA Schedule. If additional labor categories are added to the GSA Schedule, they shall also be available for task orders written under this BPA. The discounts offered do not preclude the Contractor (BPA Team Leader/Member(s)) from offering or the Government requesting, further price reductions in accordance with commercial practices, market forces, and volume buying at the time of placing task orders;

b. Statement disclosing any known or expected conflicts of interest pursuant to FAR 9.5:

However, the quote may also require the submission of the following information (the Government is not limited to the below list and may require other information):

- Technical information e.g., technical approach, including team partners and experience as required by the TORFQ,
- Technical data, computer software, and computer software documentation, if applicable, as required in reference to meeting the needs of the statement of work in the TORFQ.
- Corporate Experience or BPA Task Order Past Performance
- Proposed Key Personnel
- Proposed Performance Based Statement of Work (if a SOO is issued)
- Proposed Additional Discounts against the schedule labor rates
- Proposed Incentives and Disincentives (the Contractor must review each TORFQ upon issuance to prepare their quote to reflect any appropriate incentive provisions)

Evaluation: The Government will evaluate responses against evaluation criteria contained in the proposed TORFQ. The Government's award decision will be based on best value to the Government, price and other factors considered, unless otherwise specified in the TORFQ. Evaluation of corporate experience (if applicable) will be based on each BPA holder's corporate experience on work performed in relation to the scope of the TORFQ, as well as other information available to the Government.

Task Order Issuance: A warranted GSA or USDA Contracting Officer (CO) shall act as the Task Order CO and is responsible for issuing any task orders placed hereunder. Orders shall ordinarily be placed unilaterally but may be bilaterally issued (signed by both parties, BPA TO Awardee and Contracting Officer) by the Task Ordering CO if deemed in the Government's best interest. The Statement of Work (SOW), labor mix and hours (if applicable), and a proposed ceiling price for the TORFQ may be incorporated into any resulting task order. The proposed technical solution may also be incorporated in the task order. At any time during the duration of the BPA, the BPA CO reserves the right to revise the procedures pertaining to task order issuance. Contracting Officers from GSA or USDA are the only individuals that are authorized

to issue task orders and obligate the Government for task orders awarded under the BPA. Orders and revisions shall be made in writing and be signed by any authorized Warranted GSA or USDA Contracting Officer. Each task order shall, as appropriate:

- a. Set forth a pricing schedule as described in Section 1.5.
- b. Set forth the specific level of effort and/or performance outcomes desired to be fulfilled under the task order based on the estimated dollar value and complexity of the proposed TO.
- c. Designate the Task Order COR and TPOC who will perform inspection and acceptance.
- d. Set forth any payment options such as progress or performance-based payments.
- e. Be dated.
- f. Set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor.
- g. Set forth the disbursing office where payment is to be made.
- h. Set forth administration data.
- i. Set forth the Contractor's and Government's respective technical data rights.
- j. Set forth any other pertinent information.
- k. Unauthorized Work: The Contractor is not authorized to commence task order performance prior to issuance of an awarded task order.
- l. Task Funding Restrictions: No unfunded task orders are allowed.
- m. Ordering Period: Task orders for services specified in the SOW of the BPA may be issued by any Warranted Contracting Officer from GSA or USDA offices within the ordering period of the BPA.
- n. Responsibilities of the Ordering CO to the BPA CO: A copy of all pricing shall be provided to the BPA CO in order to ensure pricing ceilings under the BPA are not exceeded. In addition, the ordering CO will follow a uniform TORFQ number methodology to be established by the BPA CO.

7.1 POST AWARD CONFERENCE (AGAR 452.215.73) (NOV 1996)

A post award conference with the Contractor is required. It is the Government's intent to schedule the conference within the first 15 days after the date of BPA award. The Contractor will be notified.

7.2 GOVERNMENT FURNISHED PROPERTY (GFP)

All Government furnished items will be identified in individual BPA task orders as applicable. If any given BPA task order issued under the BPA requires work to be performed on the Government's site, the Government will provide office work space, office automation equipment, telephones, office supplies and furnishings for Contractor personnel unless authorized by the CO to deviate from this requirement.

7.2.1 RESPONSIBILITY FOR DOCUMENTATION/INFORMATION

Based on the requirement that all work under this BPA shall comply with the latest version of all applicable standards (see *List of Attachments, Attachment 9.14, Standards*) the following conditions will be employed throughout the life of the BPA:

- The Contractor shall be responsible for obtaining and maintaining all the standards documents necessary for performance under this BPA.
- The Government will provide assistance whenever possible in securing addresses for requesting documents and any other general guidance.
- The Government will not be responsible for copying any standards, mailing or faxing standards documentation, researching standards information or providing assistance other than advisory.
- Individual BPA task orders will reference the applicable standards versions and/or exceptions as necessary.

7.2.2 CONTRACTOR RESPONSIBILITY FOR ASSIGNED SPACE, EQUIPMENT AND SUPPLIES

If, due to the fault or neglect of the Contractor, his agents, or employees, damage occurs to any Government property, equipment, stock or supplies, during the performance of this BPA, on site, the Contractor shall be responsible for such loss or damage and the Government, at its option, may either require the Contractor to replace all damaged property or to reimburse the Government for full value of the lost or damaged property.

The Contractor is responsible for maintaining all Government provided assigned space(s) in a clean and orderly fashion during the course of this BPA. All telephones at the Government's site are for conducting official Government business only.

7.2.3 TRANSPORTATION OF GOVERNMENT FURNISHED PROPERTY (GFP)

The Contractor shall be responsible for transporting all GFP between the Government site and the Contractor's place of performance. Pickup and delivery of all materials shall be in accordance with the schedule defined for each specific task order.

7.2.4 VALIDATION OF GOVERNMENT FURNISHED PROPERTY

The following procedures apply to the validation of GFP:

- Within three (3) work days of receipt of any GFI/GFP, the Contractor shall validate the accuracy of the materials and notify the Government of any discrepancies.
- Validation shall consist of the Contractor checking for physical and logical completeness and accuracy. Physical completeness and accuracy shall be determined when all materials defined as Government furnished minimums are provided, as defined in the BPA task order. Logical completeness and accuracy shall be determined when all materials defined as minimums and associated with a program, system, or work packages are provided.
- GFP errors or discrepancies shall be consolidated and the Government notified in writing.

The Contractor shall protect from unauthorized disclosure any materials or information made available by the Government, or materials or information that the Contractor has access to by virtue of the provisions of this BPA, that are not intended for public disclosure.

The materials and information made available to the Contractor by the Government, or that the Contractor comes into contact with in completing this BPA, are the exclusive property of the Government. The Contractor shall return to the Government all materials (copies included) that were furnished to the Contractor by the Government in the performance of this BPA.

7.2.5 CONTRACTOR RESPONSIBILITIES - CONTRACTOR PROVISION OF EQUIPMENT AND SUPPLIES

Unless otherwise specified in an individual BPA task order, the Contractor shall provide all office equipment (including computer/workstations and data communications) and consumable supplies required for performance of, or in support of, offsite work for this BPA. Unusual production requirements in excess of normal expectations set forth in individual task orders will be addressed on a case-by-case basis.

7.3 TRAVEL

7.3.1 TRAVEL REGULATIONS

The Contractor shall comply with the guidance in FAR 31.205-46 using the regulations specified below.

(1) Federal Travel Regulations (FTR) - prescribed by the General Services Administration, for travel in the contiguous United States.

(2) Joint Travel Regulations (JTR), Volume 2, DoD Civilian Personnel, Appendix A. prescribed by the Department of Defense, for travel in Alaska, Hawaii, and outlying areas of the United States.

(3) Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas", prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

7.3.2 TRAVEL AUTHORIZATION REQUESTS

Prior to any long distance travel, the Contractor shall prepare a Travel Authorization Request for Government review and COR/TPOC approval. The Contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible. See *List of Attachments, Attachment 9.21*.

7.3.2.1 CONTENT OF TRAVEL REQUESTS

Requests for travel approval shall be submitted in advance of the travel with sufficient time to permit review and approval. Requests for travel approval shall contain:

- Date, time and points of departure;
- Destination, time and dates of arrival;
- Name of each Contractor employee and position title;
- Description of the travel proposed including a statement as to purpose;
- Summary by traveler;
- Task order number;
- CLIN(s) and Interagency Agreement number associated with the travel;
- Estimated cost of travel

7.4 SECURITY REQUIREMENTS

7.4.1 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

All Contractor personnel requiring access to the Government's site will be subject to the security clearance procedures set forth in this section. Contractor employees must be able to pass background investigations.

7.4.2 SENSITIVE INFORMATION

Individual BPA task orders will identify whether Contractors will have access to sensitive but unclassified information.

7.4.3 PROTECTION OF INFORMATION

Privacy of Personal Identity Verification (PIV) information must be obtained in accordance with the Privacy Act of 1974. For more information on the Privacy Act of 1974, visit <http://www.usdoj.gov/oip/privstat.htm>.

7.4.4 SECURITY CLEARANCES

The Contractor shall comply with agency personal identity verification procedures identified in the BPA that implement Homeland Security Presidential Directive - 12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federal controlled facility or access to a Federal information system.

As part of the Homeland Security Presidential Directive (HSPD) 12, Personal Identity Verification (PIV) 1, the ACFO-FSPM implemented Identity Proofing for all Federal and vendors workers, each employee must provide identity documentation, as set forth in the Form I-9. The validity of the documentation is certified by at least three other checks incorporated into the ID-Proofing process. All personnel with access to USDA systems or data are subject to the Personnel Security Investigative (PSI) requirements set forth in Executive Order 10450. Personnel are required to initiate these PSIs within 14 days of employment or award of Contract. The PSIs are required to be completed prior to the first day of work. All positions are assigned Position Sensitivity Designations (PSDs) based upon the risk/damage an unauthorized disclosure would cause to the Agency and/or National Security. The minimum PSI for personnel is National Agency Check with Law Enforcement and Credit Check (NACLC). Should any of these employees be removed for Security or Suitability reasons, it is incumbent on the Company to provide a replacement that meets or exceeds all PSI and/or Clearance requirements. Any failure of personnel to comply with the Personnel Security requirements may result in the termination of the individual.

Privacy Basics Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. All ATM SI BPA personnel with access to USDA systems and/or data shall have completed USDA's Privacy Basics Training within 90 days of award and annually thereafter.

Controlled Unclassified Information

- a. Work on this project may require that personnel have access to Controlled Unclassified Information (CUI). In the event the Contractor is given access by the Government to sensitive Government data, the Contractor hereby agrees to protect such data from unauthorized use or disclosure as long as such data remains sensitive. The Contractor shall take reasonable care to deny access to unauthorized persons, maintain an established information security policy, and uphold procedures for safeguarding and controlling the

protected information, so that it is exposed only to those who have a need to know the information and a duty to protect it. The duty to protect shall be established by a confidentiality agreement with the employee.

- b. Additionally, as required, personnel will have access to system administrator accounts and passwords. The Contractor shall safeguard this information and shall not share this information, without the express permission of the COR and/or TPOC.
- c. Non-Disclosure Requirements

The personnel assisting the USDA with the activities described above may be exposed to business sensitive information regarding the USDA efforts or data. Except through official USDA channels with prior written approval of the CO, the Contractor and their staff agree in performing work under this order not to disclose any data or information related to this effort or discovered during the course of the performance of work for this effort. The component parts of this effort and reports are expected to contain sensitive information that could act as a guide for hostile entities to cause harm to the USDA's critical infrastructure. Any such information made available in any format shall be used only for the purpose of carrying out the provisions of this agreement. Such information shall not be divulged or made known in any manner to any person. The Contractor shall immediately notify the CO upon discovery of any inadvertent disclosures of information. The Contractor shall not retain any information regarding vulnerabilities, to include summaries, the actual vulnerability report, etc., at the end of the period of performance. All information arising from this effort, both hard copy and electronic, shall be returned to the Government at the conclusion of the effort.

7.4.5 FACILITY ACCESS

When applicable, the Contractor shall arrange with the Contracting Officer's Representative (COR) and the client agency TPOC procedures for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators and similar matters. Any requests received from the Contractor to change the sequence or scope of this access shall be referred to the COR and TPOC.

7.4.6 RIGHTS OF INGRESS AND EGRESS

During the life of this BPA the rights of ingress to, and egress from, Government facilities for the Contractor's personnel shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Government facilities.

7.4.7 BUILDING ACCESS PASSES

The FSA/NRCS has specific Agency security requirements that must be followed to obtain access and obtain a Building Pass. The Contractor will be apprized in the BPA task order and the following applies:

Ensure that each Contractor employee has been issued either a temporary or permanent badge from the Government. Temporary or visitor badges will be provided for persons who are identified as having an infrequent or temporary legitimate business need for access to the site. The badge will serve to authorize the wearer to enter and leave the security area. The badge must be worn so as to be clearly visible at all time when on the work site. The badge will be retained by the individual as long as he is required continued admittance to the site.

Each vehicle will be subject to Federal laws applicable to Government installations, i.e., a ticket issued by the Federal Protective Officers and possible tow-away of vehicle.

The Government reserves the right to exclude or remove from the site or building any employee of the Contractor, team partners or subcontractors whose background investigation indicates an undesirable history. Current Federal and USDA laws and regulations will be the applied reference to suitability for employment.

When the Government directs, the Contractor shall restrict the employment under the BPA or remove from performance on the BPA any person who is identified as a potential threat to the health, safety, security, general well being, or operational mission of the USDA and its population.

The applicable Contractor employees are subject to approval by USDA. Applicable Contractor employees who undergo Minimum Background Investigation checks which reveal the following may be unacceptable under this BPA: conviction of a felony, a crime of violence or a serious misdemeanor, or a record of arrests for continuing offenses. The USDA and the Federal Protective Services reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one day of official notification by the CO and provide a replacement within five days. New hires or substitution of personnel are subject to the Minimum Background Investigation requirement.

7.4.8 STAFF SECURITY REQUIREMENTS

The Contractor shall ensure all Contractor personnel have, at a minimum, security clearance/investigation of a National Agency Check and Inquiry, and that they complete the mandatory USDA security awareness and privacy training.

7.5 KEY AND NON-KEY PERSONNEL

The Contractor shall provide the skilled personnel, supervision, management and administrative services necessary to successfully meet the Government's requirements. Required BPA skills and labor categories are defined in terms of minimum qualifications and typical duties in Section 7.5.1, *BPA Program Manager*. The Government reserves the right to accept or reject key

personnel based on individual resumes and BPA requirements. Further, the Government reserves the right to review the resume of any proposed key individuals for work under this BPA, to include employees and/or consultants of teaming partners and subcontractors. The supervision of Contractor employees shall be the responsibility of the Contractor.

Personnel other than key personnel are considered support personnel (including both mainstream and miscellaneous support categories). Personnel, both key and support, assigned to work on the BPA must be acceptable to the Government in terms of capabilities and professional qualifications. Should the continued assignment to this BPA of any person in the Contractor's organization be deemed by the Government to conflict with the interests of the Government, the Contractor shall be required to remove that person from the assignment and replace him/her with an acceptable person.

The Contractor shall provide staffing necessary to complete the work and period of performance specified in each BPA task order. The BPA task order will be submitted to the Contractor prior to the start of the BPA task order performance period to allow resources to be added or subtracted from the Contractor's project team.

The Contractor and its employees shall conduct only business covered by this BPA during periods paid for by the Government, and will not conduct any other business on Government premises. Contractor personnel will abide by the normal rules and regulations applicable to the Government premises on which they work, including any applicable safety and security regulations. The Contractor will schedule work hours of all on-site personnel in a manner that will provide maximum responsiveness to the Government's requirements. Normal work hours for Contractor personnel will not exceed 40 hours in one work week without the prior approval of the Contracting Officer's Representative (COR).

The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

- Discuss with unauthorized persons any information obtained in the performance of work under this BPA;
- Conduct business, other than that which is covered by this BPA, during periods paid by the Government;
- Conduct business not directly related to this BPA on Government premises;
- Use computer systems and/or other Government facilities for company or personal business; or
- Recruit on Government premises or otherwise act to disrupt official Government business.

7.5.1 BPA PROGRAM MANAGER

The Contractor shall provide a Program Manager as Key Personnel for the BPA who will be located within a 3 mile radius of the USDA Headquarters. The Program Manager shall possess the required education, experience, certifications, and security clearances to perform under this BPA. The Program Manager must be an employee of the prime/team lead's company. Furthermore, contingent hires or "1099" personnel may not be designated as key for the BPA. Teaming partners, subcontractors or consultants will not be acceptable for the position of Program Manager. The Program Manager must be available as necessary to manage performance under the BPA. Specifically, the Program Manager shall meet the following requirements:

1. Demonstrated experience managing and controlling complex Contractor teams with teaming partners and/or subcontractors in a multi-task order environment.
2. Demonstrated experience in planning, directing, and managing complex SAP® implementation projects of a nature similar in size and scope as referenced in the Statement of Work (SOW)
3. Demonstrated experience with the management and supervision of employees of various labor categories and skills in projects similar in size and scope as proposed for the SOW
4. Demonstrated ability for oral and written communication with the highest levels of management.
5. PMP® Certification, ITIL® Foundation and Practitioner Certification for either ITIL® v. 2 or v.3

7.5.2 ADDITIONAL REQUIREMENTS OF KEY PERSONNEL

In responding to the BPA RFQ or to a BPA task order RFQ, the Contractor may provide more than the requested resumes in fulfilling key personnel positions being solicited. Upon award, the Contractor shall furnish the number of the individuals negotiated for each key personnel position to perform under the BPA or under the BPA task order.

Onsite or offsite requirements for key personnel will be stated in individual BPA task order requests when required. Determination of key personnel status for staff proposed by the Contractor, unless specified otherwise in the BPA task order request, will be based on the critical importance and the level of involvement of that person to the project. Proper assignment of key personnel status will impact evaluation of quotes submitted in response to BPA task order requests.

7.5.3 KEY PERSONNEL SUBSTITUTION

The Contractor shall not replace any personnel designated as key personnel for the BPA or any issued task orders, without the written concurrence of the CO. This notification shall be no later than ten (10) calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient

detail to permit evaluation of the impact on task order performance. The Government will approve initial Contactor key personnel at time of BPA award or task order issuance. Replacement key personnel will be approved via modification to the task order.

Prior to utilizing other than personnel specified in quotes in response to a task order RFQ, the Contractor shall notify the Government CO and the COR. Substitute personnel qualifications shall be equal to, or greater than, those of the person(s) being substituted for. If the Government CO and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the task order, the Contractor may be subject to default action.

7.5.4 CONTRACTOR STAFF SKILL OR RELEVANT EXPERIENCE REQUIREMENT

All Contractors shall be required to have/obtain, at a minimum, ITIL® Foundation Certification. Key personnel, including the Program Manager, shall have advanced certification, at a minimum, ITIL® Practitioner Certificates appropriate to their discipline. All key personnel shall have experience with managing within an ITIL® organization. Excluding key personnel, all personnel shall be required to have obtained ITIL® Foundations certification no later than 90 days after issuance of a BPA task order award. IT Security staff shall be required to have and maintain at least one of the following certifications: CISSP, ISSMP, or CISM. The Contractor shall provide staff with technical expertise to perform SAP® functions where at a minimum the lead for the team shall have and maintain a current SAP® certification for that area of work to be performed.

The Contractor shall provide a staffing matrix that identifies the percentage of dedicated staff, by task order that possesses certifications relevant to meeting task order requirements in that work stream area. The Contractor may propose certifications additional to those stated.

• Microsoft® Certified System Engineer (MCSE)	• Oracle® Certification
• Microsoft® Certified System Administrator (MCSA)	• Certified Information System Security Prof. (CISSP)
• Cisco® Certified Network Associate (CCNA)	• Information System Security Management Prof. (ISSMP)
• Cisco® Certified Internetwork Expert (CCIE)	• Certified Information Security Manager (CISM)
• ITIL® Foundation	• ITIL® Practitioner/ Service Manager
• SAP® Certifications	• Earned Value Professional (EVP)
• Project Management	• Six Sigma Black/Green/Yellow

7.5.4.1 SUBSTITUTION OF EXPERIENCE FOR EDUCATION

The labor category descriptions provide the minimal degree required to qualify for each labor category. Experience may be substituted for the minimal degree depending on the number of years and nature of the experience. Seven (7) years of general and specialized experience may be substituted for the next degree. However, no experience substitution is allowed for a High School Diploma, Associate's Degree or Formal Accreditation. The allowable substitutions are as follows:

High School Diploma plus 7 years = Bachelor's Degree
High School Diploma plus 14 years = Master's Degree
Bachelor's Degree plus 7 years = Master's Degree

7.5.4.2 SUBSTITUTION OF EDUCATION FOR EXPERIENCE

An Associate's degree may be substituted for one year of general and specialized experience for those labor categories requiring a high school diploma. A Bachelor's degree may be substituted for two years of general and specialized experience for those labor categories requiring a high school diploma. A Master's degree may be substituted for three years of general and specialized experience for those labor categories requiring a high school diploma. Formal accreditation in an area closely related to the statement of work may be substituted for one year of general and specialized experience for those labor categories requiring a Bachelor's degree. A Master's degree may be substituted for two years of general and specialized experience for those labor categories requiring a Bachelor's degree.

7.5.5 UNSATISFACTORY PERFORMANCE BY CONTRACTOR PERSONNEL

In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the BPA, or any BPA task order issued hereunder, the Government reserves the right to request and receive satisfactory personnel replacement within thirty (30) calendar days of receipt by the Contractor of written notification from the Contracting Officer. Notification will include the reason for requesting the replacement. Replacement personnel must have the same minimum qualifications as specified in the BPA task order and meet any applicable security requirements.

7.5.6 SUPERVISION OF CONTRACTOR PERSONNEL

The Contractor supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein and in BPA task orders issued hereunder. The Contractor shall select, supervise, and exercise control and direction over its employees and the employees or consultants of teaming partners and subcontractors under this BPA.

The Contractor shall not supervise, direct or control the activities of Government personnel or the employees of any other Contractor not directly supporting a task order under this BPA. The Government shall not exercise any supervision or control over the Contractor in its performance of contractual services under this BPA. The Contractor is accountable to the Government for the action of its personnel. If required, specific guidance shall be obtained by the Contracting Officer (CO) or as delegated by the CO, from the COR.

7.5.7 NON-PERSONAL SERVICES

The Contractor shall not perform any inherently governmental actions under this BPA. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No individual Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this BPA, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this BPA, the Contractor employee shall state that they have no authority to in any way change the scope, terms and conditions, schedule or pricing under the ATM SI BPA and that if the other Contractor believes this communication to be a direction of change to their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall ensure that all of its employees working on this BPA are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the BPA, including those related to the Government's right to inspect and accept the services to be performed under this BPA. The substance of this clause shall be included in all teaming agreements, subcontracts, and consulting agreements at any tier.

7.6 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

7.6.1 ORGANIZATIONAL CONFLICT OF INTEREST

If the Contractor is currently performing work or anticipates performing work for the USDA that creates or represents an actual or potential organizational conflict of interest (OCI) with work to be performed under this USDA BPA, the Contractor shall immediately disclose and describe (1) the actual or potential OCI to the Government in its proposal response, or (2) at any point subsequent to proposal submission in which the OCI arises. Determinations of whether an OCI exists shall be made in accordance with (IAW) FAR Subpart 9.5. The Contractor shall draft and sign an Organizational Conflict of Interest Statement (OCI Statement) in which the Contractor (and any subcontractors, consultants or teaming partners) will agree to disclose information concerning the actual or potential OCI for any work previously performed, currently being performed or work to be performed work performed under this BPA or any task order issued for this BPA. In addition, to the OCI statement, the Contractor shall provide a mitigation plan to mitigate the OCI in accordance with FAR 9.504(e). FAR 9.505 describes conflicts of interest as, among other things, the provision of systems engineering and technical direction, preparation of

specifications or work statements, provision of evaluation support to the Government, and access to other proprietary information.

FAR 9.502(c) states, "An organizational conflict of interest may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions of future activities on the Contractor may be required." For this procurement, it is possible that work previously or currently being performed by Contractors for the USDA may have resulted in an actual or potential OCI. In addition, work to be performed may create an OCI with work to be performed under future acquisitions. The Contracting Officer will determine whether an OCI exists, and if so, whether the OCI can be mitigated as described in FAR 9.5. The Contractor will be ineligible to receive award of this BPA and may be ineligible to receive award on future acquisitions for which an OCI exists.

7.6.2 NON-DISCLOSURE REQUIREMENTS

All Contractor personnel (to include Subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the BPA which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form (See *List of Attachments, Attachment 9.43*). See FAR 3.104, discussing requirements for disclosure, protection, and marking of Contractor bid or proposal information, or source selection information. All Contractor personnel must submit a Non-Disclosure Agreement prior to the commencement of any work on the task order. Further, Contractor personnel must submit a Non-Disclosure agreement whenever replacement personnel are proposed. Any information provided by Contractors in the performance of this BPA or obtained by the Government is only to be used in the performance of the BPA.

7.6.3 AGAR 452.237-75 RESTRICTIONS AGAINST DISCLOSURE

As prescribed in 437.110(e), insert a clause substantially as follows:

RESTRICTIONS AGAINST DISCLOSURE (FEB 1988)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the

Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

7.6.4 AGAR 452.224-70 CONFIDENTIALITY OF INFORMATION

As prescribed in 424.104, insert a clause substantially as follows:

CONFIDENTIALITY OF INFORMATION (FEB 1988)

(a) Confidential information, as used in this clause, means –

(1) Information or data of a personal nature, proprietary about an individual or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a) (1) and (2) above shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

7.7 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for vouchers) submitted under this BPA shall be subject to the following procedures:

- Technical correspondence where technical issues relating to compliance with BPA task order specifications are involved shall be addressed to the COR and the USDA TPOC with information copies to the CO.
- All other correspondence (that proposes or otherwise involves waivers, deviations or modifications to the requirements, scope, schedule, pricing or terms or conditions of this BPA) shall be addressed to the Contracting Officer, with an information copy to the COR and the USDA TPOC.

7.7.1 PUBLICATION OF TECHNICAL PAPERS

Publication or presentation of technical papers based on the work performed under this BPA may be permitted subject to the prior review and release by the Government Contracting Officer.

The Contractor shall have documentation available in alternative formats (i.e., Braille, large print, audio, and video) for Government employees who cannot read standard print. Assistance and/or information regarding the technologies described in this paragraph are available by contacting the USDA TARGET Center at (202) 720-2600.

7.8 PUBLICITY

Publicity releases in connection with this BPA shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

7.9 DATA RIGHTS

In accordance with FAR 52.227-14, the Government shall maintain unlimited rights to all applications, source code, and data generated in the performance of and at the end of the ATM SI BPA. "Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

7.10 CORRECTION OF SOFTWARE AND DOCUMENTATION

The Contractor shall, over the term of the BPA, under any BPA task order issued, correct errors in Contractor developed software and applicable documentation. The following are the minimum criteria; additional performance criteria may be outlined in individual BPA task orders.

- If a system is in production, corrections shall be completed within 1 working day of the date the Contractor is notified of the error (or a date mutually agreed to between the Government and Contractor not to exceed 30 working days).
- If a system is NOT in production, corrections shall be made within 5 working days of the date the Contractor is notified of the error (or a date mutually agreed to between the Government and Contractor not to exceed 30 working days).
- Latent defects will be handled in the same manner as soon as they are discovered. Inability of the parties to determine the cause of software errors shall be resolved in accordance with the Disputes clause in Section I, FAR 52-233.1 (October 1995), incorporated by reference in the contract, but in no event constitute grounds for delay of error correction beyond the time frames specified.

7.11 UTILIZATION OF SUPPORT CONTRACTORS

During performance of the ATM SI BPA, Government and Support Contractors' personnel may be present at the ATM SI BPA Contractor's facility. These support contracts currently include the MIDAS Business Process Modeling, and the MIDAS PMO Support contract. Future planned support contracts include but are not limited to the MIDAS Independent Verification & Validation (IV&V) and Enterprise Program Management Office (EPMO) contracts. The Government personnel and its support Contractors will interact with the ATM SI BPA Contractor, review products and work in process, and provide clarifications from time to time; however, these Contractor personnel will not formally approve or reject deliverables. Neither shall support Contractors have any authority to direct the ATM SI BPA Contractor. The ATM SI BPA Contractor shall not construe interaction with these personnel as direction by the Government or as modifications to the BPA or any resultant task orders.

On the other hand, the ATM SI BPA Contractor, in performing its requirements, is expected to communicate, cooperate, and grant access across the program to authorized support Contractor personnel or Government personnel. The CO shall be the only individual authorized to modify any terms and conditions to include modification of specific task orders requirements, scope, cost and schedule of this ATM SI BPA. The COR may direct technical effort, as required, within the scope of the ATM SI BPA or resultant task orders. If the ATM SI BPA Contractor receives information from support Contractor personnel that it believes will impact specific task order requirements, scope, cost and schedule or make a change to ATM SI BPA terms and conditions, it must immediately notify the CO. When in doubt, the CO shall make the appropriate determinations.

7.12 CONFORMANCE WITH TECHNICAL STANDARDS

The Contractor shall conform to the USDA and the FSA technical standards in the performance of work under the ATM SI BPA. The Contractor shall ensure compliance with Federal Desktop Core Configuration Standards; with IT Security hardening guidelines for server configurations; with standards for the protection of Personally Identifiable Information (PII); with Secure

Coding Requirements; with Public Access and Unencrypted Gateways to the USDA Information Technology; with the USDA's Web Standards, and with the requirement to operate on thin client workstation technology.

7.13 RECYCLING PROGRAMS

The ATM SI BPA Contractor shall participate in any Government Paper Recycling Program established at the Government work locations. Recycling containers will be furnished by the Government for Contractors to collect and accumulate paper (white paper, copier paper, green bar paper and white note/tablet paper) on a timely basis for recycling.

7.14 ON-SITE AND OFF-SITE RATES

If the Contractor's GSA Schedule contains on-site and off-site rates, those rates shall apply. In the event that the underlying GSA Schedule does not identify the labor rate for employee performance when performance occurs outside of a Contractor facility (e.g., teleworking from home), on-site rates shall apply.

7.15 DEFINITION OF PRIME CONTRACTOR /TEAM LEADER, TEAM MEMBER, AND SUBCONTRACTOR

The BPA Team may consist of a "Prime Contractor / Team Leader" or "Contractor Teaming Arrangement (CTA) Team Lead / CTA Team Member relationship. The term "Prime Contractor / Team Leader" means the GSA Schedule Contractor whose name appears on the front page of the BPA, also known as the BPA Holder. The "Prime Contractor / Team Leader" (BPA Holder) MUST have a GSA IT Schedule 70 Contract. A "Team Member" also must be a GSA Schedule Contractor that has agreed to be a part of the BPA Holder's team via the establishment of a formal CTA. A formal CTA is not required for a Prime Contractor / Subcontractor relationship. A Subcontractor need not possess a GSA Schedule contract. Therefore, all work performed by the subcontractor must be within the prices, labor categories, SINS, scope, and terms and conditions of the GSA Schedule contract in which the subcontractor is performing the work. For more information please reference the GSA Frequently Asked Question Contractor Teaming web page at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?faq=yes&pageTypeId=8199&contentId=8124&contentType=GSA_OVERVIEW

7.16 AGENCY SMALL BUSINESS GOALS

The USDA has considerable goals for small business participation. During performance of the BPA, the Contractor is expected to strive to meet the following small business utilization standards:

- Small Business- 25%

- Veteran Owned Small Business (including Service Disabled & Non-Service Disabled)- 3%
- Service Disabled Veteran Owned Small Business- 3%
- Woman Owned Small Business- 5%
- HUBZone Small Business- 5%
- Small Disadvantaged Business (including 8(a) and non-8(a)) - 10%

The BPA Team Lead / Prime Contractor shall provide a Small Business Participation Summary Report to the BPA COR, USDA PM and BPA Contracting Officer, no later than 30 days after the end of each BPA year. This report shall list each task order issued to the Contractor over the course of the last 12 months, the dollar value, and the percentage of Small Business Team Member participation for each task. The report shall also calculate the overall Small Business Participation / Utilization percentage (based upon total Schedule contracted dollars) across all the task orders awarded to the BPA Team during the prior year. This calculation shall not include any travel costs or any services/supplies that were acquired on an off-Schedule/Open Market basis. In calculating this figure, the total value of Schedule contracted dollars (used as the denominator) will include both the work performed by the Prime/Team Members themselves, and any work performed by subcontractors (large and small businesses) working under a Team Member's GSA Schedule contract.

NOTE: The Terms and Conditions and pricing schedules of the Contractor's Basic GSA Schedule Contract are applicable to this BPA and are hereby incorporated by reference. In addition, the following applies.

8.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
SOLICITATION CLAUSES (<http://www.arnet.gov/far/>)

<u>CLAUSE NO</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.204-2	Security Requirements	(Aug 1996)
52.204-11	American Recovery & Reinvestment Act – Reporting Requirements	(Mar 2009)
52.217-8	Option to Extend Services [Fill-In Date: 60 Days]	(Nov 1999)
52.217-9	Option to Extend the Terms of the Contract [Fill-In Date: 60 Days] [Fill-In Date: 7 Years]	(Mar 2000)
52.227-14	Rights in Data – General Alternate V	(Dec 2007)
52.232-18	Availability of Funds	(Apr 1984)
52.232-22	Limitation of Funds	(Apr 1984)
52.234-2	Notice of Earned Value Management System – Pre Award IBR	(Jul 2006)
52.234-3	Notice of Earned Value Management System – Post Award IBR	(Jul 2006)
52.234-4	Earned Value Management System	(Jul 2006)
52.244-6	Subcontracts for Commercial Items	(May 2007)
52.245.1	Government Furnished Property “As Is”	(Jun 2007)
52.251-1	Authorization to Use Government Supply Sources	(Apr 1984)

8.2 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM)
CLAUSES INCORPORATED BY REFERENCE

<u>CLAUSE NO</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
552.232.70	Invoice Requirements	(Sep 1999)
552.232.72	Final Payment	(Sep 1999)
552.232.74	Invoice Payments	(Sep 1999)

9.1 RFQ ATTACHMENTS

Attachment A	-	Reserved
Attachment B	-	Reserved
Attachment C	-	BPA Key Personnel Qualification Matrix (Removed at time of award)
Attachment D	-	Sample Task Order Key Personnel Qualifications and Level of Effort Requirements (Removed at time of award)
Attachment E	-	Labor Category Mapping Template (To be removed at time of award)
Attachment F	-	Team Composition and Roles (To be removed at time of award)

9.2 WEBSITE ATTACHMENTS

The following background information on the project is being provided via the following USDA FSA website: <http://tinyurl.com/l8brey>

ATM SI BPA RFQ Attachments		
#	Attachment Title	Description
9.1	2009 Working FSA Agency Systems Inventory	Provides an informational categorization of FSA systems and components by business function
9.2	Farm Programs Inventory	Identifies the currently authorized farm programs delivered by FSA
9.3	MIDAS Business Process Development Lean Six Sigma Consolidation Report (CONRPT)	Provides business process information on five farm programs that represent 95% of the transactions and budget of FSA: MAL; NAP; CDP; CRP; DCP. This information reflect the as-is environment as of November 2008.
9.4	MIDAS Concept of Operations	Presents a conceptual view of FSA's plan to enhance and modernize the agency's customer service and supporting operations for farm programs
9.5	MIDAS Farm Programs Workflows & Scenarios	Provides information about MIDAS farm program workflows and operational scenarios
9.6	MIDAS Glossary	Provides a guide to MIDAS acronyms and terminology
9.7	MIDAS Interfacing Systems List	Identifies the currently identified internal and external interfaces for MIDAS
9.8	MIDAS To Be Business Process Model: Marketing Assistance Loans (MAL)	Defines a conceptual process model for the business processes associated with service delivery of FSA's Marketing Assistance Loan (MAL) program

ATM SI BPA RFQ Attachments		
#	Attachment Title	Description
9.9	MIDAS Program Summary: Conservation Reserve Program (CRP)	Provides an informational overview of an in-scope MIDAS program; includes To Be Macro Process maps and descriptions. In terms of Program Level of Complexity, CRP is rated as followed: Level of Complexity – High; Level of Effort – High; Level of Impact for Stakeholders – Medium.
9.10	MIDAS Program Summary: Direct and Counter-cyclical Payment Program (DCP)	Provides an informational overview of an in-scope MIDAS program; includes To Be Macro Process maps and descriptions. In terms of Program Level of Complexity, DCP is rated as followed: Level of Complexity – Low; Level of Effort – Low; Level of Impact for Stakeholders – Medium.
9.11	MIDAS Program Summary: Noninsured Crop Disaster Assistance Program (NAP)	Provides an informational overview of an in-scope MIDAS program; includes To Be Macro Process maps and descriptions. In terms of Program Level of Complexity, NAP is rated as followed: Level of Complexity – High; Level of Effort – High; Level of Impact for Stakeholders – High.
9.12	Reports Inventory	Represents information about FSA production reports, by investment, collected in May 2008. This snapshot provides a view of the as-is reporting environment.
9.13	MIDAS Requirements Document	Defines the high-level requirements for MIDAS. This document is not intended to be a System Requirements Specification. Furthermore, this document does not provide detailed business rules or the business logic. The high-level requirements for MIDAS identified here will need to be further decomposed.
9.14	MIDAS Standards Document	References the standards, documents and processes that are required governance for the potential solution
9.15	Resume Template for System Integrators	The template for System Integrators to provide staff resumes information
9.16	FSA Forms Inventory	Provides a list and description of existing FSA forms, as of March 27, 2009
9.17	Sample Task Order 1	MIDAS Project Planning and Preparation
9.18	Sample Task Order 2	System Design and Proof of Concept
9.19	Sample Task Order 3	Design, Development and Deployment of the Initial Operating Capability (IOC)
9.20	Sample Task Order 4	Design, Development, and Deployment of the Full Operating Capability (FOC)

ATM SI BPA RFQ Attachments		
#	Attachment Title	Description
9.21	Travel Request Form	Form to be completed for each request for authorization to travel
9.22	PII Requirements	Policies, Procedures, and Practices for PII
9.23	Security Clearance for Contractor Staff	Contractor security clearance/investigation; security awareness and privacy training
9.24	Secure Configurations	USDA and federal guidelines for secure configurations
9.25	FDCC Compliance	Guidelines for Federal Desktop Core Configuration compliance
9.26	Secure Coding	Secure Coding Requirements
9.27	Public Access and Unencrypted Gateways	Public Access and Unencrypted Gateways to USDA Information Technology
9.28	Thin Client Workstation	Thin client workstation requirements.
9.29	USDA Web Standard	USDA Web Standard
9.30	Interconnection Security Agreements, MOUs and SLA policy	USDA Interconnection Security Agreements, Memorandums of Understanding and Service Level Agreements policy
9.31	FSA Farm Program Handbooks	Policies and procedures associated with administering FSA Farm Programs
9.32	IT Systems Book	A description of selected IT systems supporting FSA
9.33	FISMA	Federal Information Security Management Act (FISMA) guidance
9.34	FSA Strategic Plan	Farm Service Agency Strategic Plan for Fiscal Years 2005-2011
9.35	Pricing Work Book	ATM SI BPA Pricing Work Book
9.36	FSA SDLC	Farm Service Agency System Development Life Cycle (under construction)
9.37	Past Performance Questionnaire	Past Performance Questionnaire

ATM SI BPA RFQ Attachments		
#	Attachment Title	Description
9.38	MIDAS - Hosting Roles and Responsibilities	Preliminary MIDAS and ATM SI Support Roles and Responsibilities Matrix. This table depicts the roles and responsibilities shared among the Integration Services Contractor (ISC), the Hosting Services Contractor (HSC) and the USDA
9.39	FSA Project Management Operations Guidance	Project management guides (under construction)
9.40	Software Submission Policy for IT Services and Service Center Agencies for the End-User Computing Environment	Draft departmental policy submission of software for certification and/r deployment within the ITS infrastructure for the End-user Computing environment. Also included is an example Pre-Certification Waiver form for emergency limited use of software before the testing and certification process is completed. MIDAS may submit the Pre-Certification Waiver form; however, this has not been determined. These documents are provided for informational completeness. Additionally, the MIDAS Change Management Plan is provided.
9.41	FMMI Information	Information on USDA's Financial Management Modernization Initiative (FMMI)
9.42	Hosting Provider Access Control Required Document Templates	Hosting Provider Access Control Required Document Templates
9.43	Non-Disclosure and Conflict of Interest Statements	Non-Disclosure and Conflict of Interest Statements
9.44	Labor Category Descriptions	Provides a descriptive list of Labor Categories associated with the ATM SI BPA

ATTACHMENT A

Reserved

ATTACHMENT B

Reserved